

CHECK REQUEST

TO: Carol Stevens

FROM: Stacey Bond

DATE: January 12, 2000

Payable To: Toyota Motor Credit Corp.

P.O. Box 8040 Attn: Troy Lingenfelter

Hunt Valley, MD 21030 - 8040

Check Amount: \$ 4,921.11

Reason: Gap claim paid by "GN" for Bernard

Esposito, Check payable to RPI

Needs to be made payable to creditor.

Return To: Stacey L. Bond

Approved By: 

Lee and Mason Financial Services, Inc.
Claim Settlement Worksheet

Claim Number: 30333

01/10/00 11:05:56 AM

Borrower: ESPOSITO, BERNARD J

Lender: 1502001 RPI-Contractual Liability Program

Policy: ZKG1502001

GAP - Settlement Options

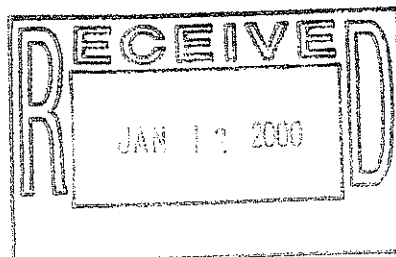
OPTION 3:

Gross Unpaid Balance:		\$22,527.80	
Less Primary Insurance Settlement:		\$13,320.90	
Less Primary Deductible:		\$0.00	
Less Unearned Interest:		\$4,285.79	
Less Unearned Credit Insurance Premium:		\$0.00	
Less Unearned Service Contract:		\$0.00	
Less Late Charges:		\$0.00	
Less 0 payments at:	\$0.00	\$0.00	
Less Deductible:		\$0.00	
Less Prior Damage:		<u>\$0.00</u>	\$4,921.11

Selected Option: 3 Pay: \$4,921.11

Prepared by: Terry J. Poulin

Notes:



DRAFT ISSUED AT 3/00 Northville, NY TJP			INSURED/LENDER RPI-Contractual Liability Program			LENDER NUMBER 1502001	DRAFT NUMBER 880195
GO. NO. 51			STATE/PRODUCT/CVG 29-71-02			CLM. OFF. CLM. # 51-30333	DATE OF LOSS 10/03/99
NUMBER ZKG1502001			RETAIL PURCHASER/BORROWER ESPOSITO, BERNARD J			TRANS 180	CAT. NO.
OF PAYMENT/COVERAGE CODE Gap Settlement			POLICY EFF. DATE 07/22/99	POLICY EXPI. DATE 07/22/04	AGENT CODE 150		

*****4921**DOLLARS & 11/100***** DOLLARS \$4,921.11

PAYABLE THROUGH TOWN NORTH NATIONAL BANK-PO BOX 814810, FARMERS BRANCH, TX 73581-4810

TO [RPI-Contractual Liability Program]
 THE [1720 Highway 34]
 ORDER [PO Box 1140]
 OF [Wall]

NJ 07719

Guaranty National Insurance Company
 INTERCON GENERAL AGENCY, INC.

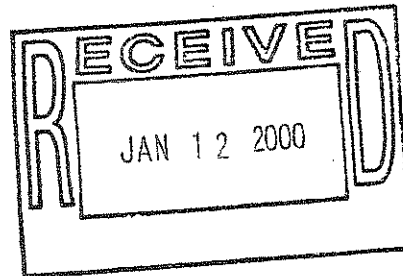
[Signature]
 AUTHORIZED SIGNATURE

⑆111904503⑆ ⑈004 312 5⑈

Claim Number:	30333	TJP	Gross Unpaid Balance	\$22,527.80
Draft Number:	880195	01/10/00	Less Primary Insurance Settlement	(\$13,320.90)
Borrower:	ESPOSITO, BERNARD J		Less Unearned Interest	(\$4,285.79)
			Total	\$4,921.11

[RPI-Contractual Liability Program]
 [1720 Highway 34]
 [PO Box 1140]
 [Wall]

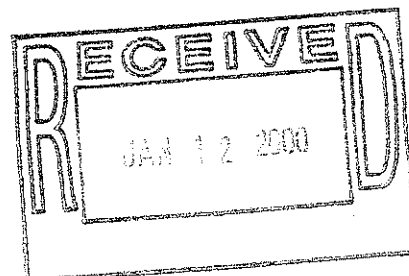
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[RPI-Contractual Liability Program]
 [1720 Highway 34]
 [PO Box 1140]
 [Wall]

NJ 07719



RPI

RESOLUTION PROVIDERS INC.
1720 HIGHWAY 34
P.O. BOX 1140
WALL, NJ 07719

SUMMIT BANK
BRIELLE, NJ 08730
55-216/212 - 348

001674

1/21/00

TO THE
DER OF Toyota Motor Credit Corp

Four Thousand Nine Hundred Twenty-One and 11/100

\$ 4,921.11

DOLLARS

Toyota Motor Credit Corp

⑈001674⑈ ⑆021202162⑆ 4348⑈00645 9⑈

SOLUTION PROVIDERS INC.

1/21/00

001674

4,921.11

Toyota Motor Credit Corp
GAP claim

ESOLUTION PROVIDERS INC.

1/21/00

001674

4,921.11

Toyota Motor Credit Corp
GAP claim

RPI III

GAP claim 4,921.11 Esposito

4,921.11

RPI III

GAP claim 4,921.11 Esposito

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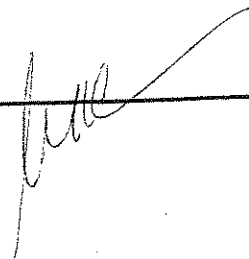
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Claim Settlement Worksheet

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Lender: 1502001 RPI-Contractual Liability Program
Policy: ZKG1502001

01/10/00 11:05:56 AM

GAP - Settlement Options

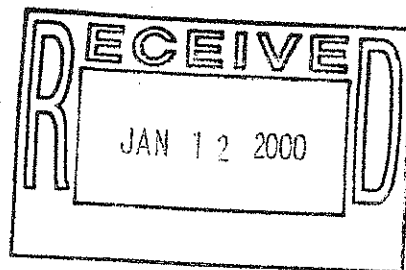
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Prepared by: Terry J. Poulin

Notes:



ISSUED 01/10/00	DRAFT ISSUED AT Northville, NY	TJP	INSURED/LENDER RPI-Contractual Liability Program	LENDER NUMBER 1502001	DRAFT NUMBER 880195
NUMBER ZKGI502001	CO. NO. 51	STATE/PRODUCT/CVG 29-71-02	RETAIL PURCHASER/BORROWER ESPOSITO, BERNARD J	CM OFF-CM 51-30333	DATE OF LOSS 10/03/99
TYPE OF PAYMENT/COVERAGE CODE Gap Settlement			POLICY EFF. DATE 07/22/99	POLICY EXPI. DATE 07/22/04	TRANS. 180
			AGENT CODE 150	DATE NO.	

VALID AFTER 90 DAYS

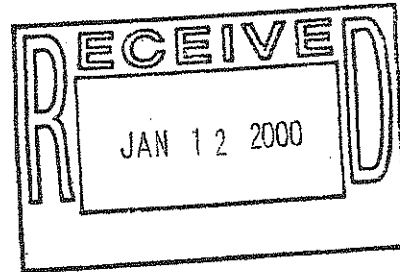
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 Guaranty National Insurance Company
 INTERCON GENERAL AGENCY, INC.

TO [RPI-Contractual Liability Program
 THE 1720 Highway 34
 ORDER PO Box 1140
 OF Wall
 NJ 07719]

AUTHORIZED SIGNATURE

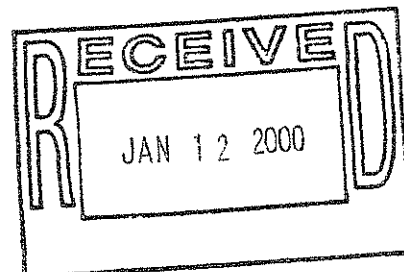
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 1720 Highway 34
 PO Box 1140
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[RPI-Contractual Liability Program
 1720 Highway 34
 PO Box 1140
 Wall NJ 07719]

RESOLUTION PROVIDERS INC.
P.O. Box 1140
Wall, NJ 07719
Phone (732) 556-1860
Fax (732) 556-1877

GAP CLAIM REPORTING FORM

DEALER NAME : Antwerpen Toyota

BORROWER : Bernard Esposito

LENDER NAME : Toyota Motor Credit DATE OF LOSS : 10/3/99

GAP WAIVER NO.: GN14211

LOAN / LEASE DATE : 7/22/99

OUTSTANDING LOAN/LEASE AMOUNT: \$ 18,242.01

LESS :

PRIMARY INSURANCE GROSS INSURANCE SETTLEMENT : \$ 13,320.90

PRIMARY CARRIER'S DEDUCTIBLE : \$ _____
(Subtract amount in excess of \$1000)

RETURN PREMIUM FOR ALL ITEMS THAT SHOULD BE CANCELLED:

A.) EXTENDED WARRANTY	\$ _____
B.) CREDIT LIFE & DISABILITY	\$ _____
C.) MECHANICAL BREAKDOWN INSURANCE	\$ _____
D.) GAP	\$ _____

UNEARNED INTREST: \$ _____

DELINQUENT PAYMENTS, LATE CHARGES, AND FEES \$ _____

AMOUNT OF CLAIM : \$ 4,921.11

Completed by : _____

Phone (732) 556 - 1860

Claim Settlement Payable To: _____

Date : _____

Attached please find the following documentations:

- 1.) Copy of Police Report
- 2.) Copy of Finance Agreement
- 3.) Copy of Payment History
- 4.) Copy of Check from Insurance Company
- 5.) Copy of Insurance Company Worksheet

MOTOR VEHICLE LEASE AGREEMENT TOYOTA MOTOR CREDIT CORPORATION MARYLAND

07/22/99

Lease Date

1. Parties

LESSOR (DEALER) NAME AND ADDRESS ANTWERPEN TOYOTA 12420 AUTO DRIVE CLARKSVILLE MD 21029 PHONE NUMBER: (410)531-5700	LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS BERNARD JOHN ESPOSITO 5199 PERRY RD MT AIRY MD 21771 COUNTY: CARROLL	VEHICLE GARAGING ADDRESS, IF DIFFERENT THAN LESSEE'S BILLING ADDRESS N/A COUNTY:
-----------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

This is a Lease for the Vehicle described below. The words "you" "your" and "yours" refer to the Lessee and any Co-Lessee. The words "we" "us" and "our" refer to the Lessor, and after assignment, Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee. By signing this Lease, you are leasing this Vehicle according to all of the terms of this Lease.

2. Description of Leased Vehicle

You are leasing from us, and received in satisfactory condition, the following Vehicle:

New, Used or Demo	Year	Make	Model	Body Style	Vehicle Identification No.	Odometer Mileage	Primary Use
NEW	1999	TOYOTA	TACOMA	4X2	4TANL42N6XZ500873	139	<input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business, Agricultural or Commercial

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below) \$ 7000.00	4. Monthly Payments Your first Monthly Payment of \$ 292.80 is due on 07/22/99, followed by 59 payments of \$ 292.80 due on the 22nd of each month. The total of your Monthly Payments is \$ 17568.00	5. Other Charges (not part of your Monthly Payment) Disposition fee (if you do not purchase the Vehicle) \$ N/A Total \$ N/A	6. Total of Payments (The amount you will have paid by the end of the Lease) \$ 24275.20
-----------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:	8. How the Amount Due at Lease Signing or Delivery will be Paid
a. Capitalized Cost Reduction \$ 6707.20	a. Net Trade-In Allowance \$ 1000.00
b. First Monthly Payment \$ 292.80	b. Rebates and Noncash Credits \$ 6000.00
c. Refundable Security Deposit \$ N/A	c. Amount to be Paid in Cash \$
d. Title Fees \$ N/A	
e. Registration Fees \$ N/A	
f. License Fees \$ N/A	
g. Tax on Capitalized Cost Reduction \$ N/A	
h. N/A \$ N/A	
i. N/A \$ N/A	
j. Total \$ 7000.00	d. Total \$ 7000.00

9. Your monthly payment is determined as shown below:

9a. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ 23569.00) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13. \$ 25664.45	e. Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term. = \$ 12826.25
b. Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost. - \$ 6707.20	f. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts. + \$ 4741.80
c. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment. = \$ 18957.25	g. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge. = \$ 17568.05
d. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment. - \$ 6131.00	h. Lease Term. The number of months in your Lease. ÷ Months 60
	i. Base Monthly Payment = \$ 292.80
	j. Monthly Sales/Use Tax + \$ N/A
	k. N/A + \$ N/A
	l. Total Monthly Payment ("Monthly Payment") = \$ 292.80

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15000 miles per year at the rate of ten (10) cents per mile. 6131.00

11. Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease Term for \$

Gross Capitalized Cost Itemization and Other Items

3. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a. Agreed Upon Value of the Vehicle	\$	23569.00
b. Taxes	+	1178.45
c. Initial Title, License and Registration Fees	+	172.00
d. Mechanical Breakdown Protection and/or Maintenance Agreement	+	N/A
e. Credit Life and/or Disability Insurance	+	N/A
f. Guaranteed Automobile Protection	+	495.00
g. Outstanding Prior Credit or Lease Balance	+	N/A
h.	+	N/A
i. <u>ACO FEE</u>	+	250.00
j. Gross Capitalized Cost	=	25664.45

4. Scheduled Maturity Date

The total number of Monthly Payments is 60, and the Scheduled Maturity Date of this Lease is 07/21/04.

5. Required Insurance

You must provide the following insurance during the Lease Term. No other types of insurance are required:

- a) primary automobile liability insurance with minimum limits for bodily injury or death of
- \$ 20000.00 or any one person, and
 - \$ 40000.00 or any one accident, and
 - \$ 10000.00 or property damage; and
- b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of \$1,000.

No physical damage or liability insurance for bodily injury or property damage caused to others is included in this Lease.

See Section 23 for additional information.

You have provided us today with the following Insurance information:

Allstate Ins. 018 863018 B
Insurance Provider Policy No. Insurance Coverage Verification
By: Dealer Employee
Owen Iordis 410-668-9100
Agent's Name / Address Agent's Phone No.

Estimated Official Fees and Taxes \$ 2038.45

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.** See Section 27 for additional information.

17. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by an express warranty unless identified below:

- ☐ Remainder of standard new vehicle warranty from manufacturer
☐ Used vehicle warranty from manufacturer

If the vehicle is new, and if it does not conform to all applicable warranties during the warranty period, you must report the nonconformity, defect or condition by giving written notice to the manufacturer, factory branch or lessor by certified mail, return receipt requested.

18. Optional Insurance and Other Products

You are not required to buy any of the optional insurance or other products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless you initial below, and you are accepted by the Provider. By your initials below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer). N/A

<input type="checkbox"/> <u>N/A</u> Optional Credit Life Insurance	\$	Beginning Coverage
Insured(s)	\$	Premium
Provider	Premium	Lessee / Co-Lessee Initials
<input type="checkbox"/> Optional Credit Disability Insurance	\$	Maximum Monthly Coverage
Insured(s)	\$	Premium
Provider	Premium	Lessee / Co-Lessee Initials
<input type="checkbox"/> Optional Mechanical Breakdown Protection	\$	miles / months Coverage
Insured(s)	\$	Premium or Charge
Provider	Premium or Charge	Lessee / Co-Lessee Initials
<input checked="" type="checkbox"/> <u>XX</u> Optional Guaranteed Automobile Protection (see Section 30)	\$	495.00
<u>FIRST OPTION</u>	\$	495.00
Provider	Premium or Charge	Lessee / Co-Lessee Initials
<input type="checkbox"/> Optional Maintenance Agreement	\$	Premium or Charge
Provider	Premium or Charge	Lessee / Co-Lessee Initials
Total Premiums and Charges \$ <u>495.00</u>		

19. Complete Agreement or Modification. By your initials, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us. ABUE

Lessee / Co-Lessee Initials

Lease Signatures and Notices

PLEASE READ THE BACK SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Notice to the Lessee: This is a lease. You have no ownership rights in the Vehicle unless and until you exercise your option to purchase the Vehicle, if this Lease contains a purchase option. Do not sign this Lease before you read it or if it contains any blank space. You are entitled to a completely filled in copy of this Lease when you sign it.

By signing below, you acknowledge that: (1) You have read the entire Lease, including the back side; (2) You agree to all of the provisions of this Lease; (3) You have received a completely filled-in copy of this Lease.

see Signature X ABUE

Co-Lessee Signature _____

Lessor hereby accepts this Lease and assigns to Toyota Motor Credit Corporation all rights, title and interest in the Lease and in the Vehicle, and its rights under any guaranty executed in connection with this Lease, with full powers to Toyota Motor Credit Corporation to collect and discharge obligations related to this Lease, any guaranty, and this assignment.

ANTWERPEN TOYOTA By B Title BM Date 07/22/99

GREAT LAKES
DATA CENTER
CLAIM CHECK
ACCOUNT

64-1278
611

POLICY NUMBER	CLAIM NUMBER
018863018	6843521151
SSN/TIN	DESK LOC EMPLOYEE ID
	112A 1485
Nation's Bank N.A. (South)	
Atlanta, Dekalb County, Georgia	
Nation's Bank Customer Connection	

\$ 13320.90
DATE ISSUED 11/12/99
77608951 2
77608951

ALLSTATE INSURANCE COMPANY OR ONE OF ITS AFFILIATES
COMPANY NAME
ALLSTATE INSURANCE COMPANY

INSURED BERNARD J & JUDITH L ESPOSITO

CLAIMANT
FINAL SETTLEMENT OF CLAIM UNDER COLLISION
COVERAGE ARISING FROM ACCIDENT ON 10/03/99

THIRTEEN THOUSAND THREE HUNDRED TWENTY DOLLARS AND
90 CENTS *****

INVOICE NUMBER	PROC MCO	IRS	PAYEE
0684			3



TOYOTA MOTOR CREDIT CORP

02-0632-45443

303 INTERNATIONAL CIRCLE #300

HUNT VALLEY MD 21030

MP

AUTHORIZED SIGNATURES

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY FIVE DAYS OF THE DATE OF ISSUE.

77608951 11 06112788 329 99 0751

FILE No. 053 11/02 '99 20:29 ID:ALLSTATE

410 290 8962

ALLSTATE
P.O. BOX 9
BRANDYWINE, MD 20613
(301) 372-6461

ser id: 24065 Valuation - Request: 24645964 10/12/1999 17:05

adjuster name:	WILKS	Loss date:	10/03/1999
adjuster id:	CDGW	VIN:	4TANL42N6XZ500873
claim reference:	6843521151001	Claims class:	D
insured:	ESPOSITO	Owner:	BERNARD ESPOSITO

Insurer Description		VINGuard Analysis
Year	1999	1999
Make	TOYOTA	TOYOTA
Model	* TACOMA 4X2	TACOMA 4X2
	NL42N	NL42N
Body style	20 P/U	
Engine	* 4-2.4L-FI	4-2.4L-FI
Trans	* 5 SPEED TRANSMISSION	
	* OVERDRIVE	
Restraints	AIR BAGS (DRIVER+PASS.)	AIR BAGS (DRIVER+PASS.)
Odometer	2,940	
Where this vehicle was assembled in		FREEMONT, CA

VINGuard message(s):
VINGuard has decoded this VIN without any errors.

WARNING - VINGuard has detected prior event(s) in this vehicle's history. *
Please review the information detailed below. *

ICB Vehicle History:
Number of times reported to NICB: 1 NICB's file number: H0047171190
Activity reported: Collision Estimate Loss date: 10/03/1999
Insurance company: ALLSTATE INSURANCE COMPANY Phone: 8007764478
Claim number: 6843521151001 Coverage: Comprehensive
Point of impact: Total Loss Mileage: 0002940
NICB notified: 10/12/1999

Collision History Information:
Collision incident reported by UNKNOWN COMPANY
on 10/11/1999 Claim # 6843521151-01 in Mount Airy, MD
Repair estimate: \$342 Miles: 02,940 Damage Location: Total Loss

Vehicle Title Information:
This vehicle was reported with an ODOMETER READING from the Department
of Motor Vehicles of: 00,139 on 07/22/1999

FILE No. 053 11/02 '99 20:29 ID:ALLSTATE

valuation request: 24645964 (continued) 1999 TOYO TACOMA 4X2

PAGE 2

Vehicle Valuation Summary

DESCRIPTION	OPTION
Odometer	2,940
Vehicle equipment:	
STD	SS - 5 SPEED TRANSMISSION
PREDOM	PS - POWER STEERING
STD	PB - POWER BRAKES
PREDOM	AC - AIR CONDITIONING
PREDOM	TW - TILT WHEEL
STD	CS - CLOTH SEATS
STD	DM - DUAL MIRRORS
	AM - AM RADIO
	FM - FM RADIO
	ST - STEREO
	CA - CASSETTE
	SB - REAR STEP BUMPER
	TG - TINTED GLASS
	BL - BEDLINER (DURALINER)
STD	AO - AIR BAG
STD	RG - PASSENGER AIRBAG
	SY - STYLED STEEL WHEELS
	BN - BODY SIDE MOLDINGS
PREDOM	IW - INTERMITTENT WIPERS
STD	OD - OVERDRIVE
PREDOM	AB - ANTI-LOCK BRAKES (4)
PREDOM	AT - AUTOMATIC TRANSMISSION

LOCAL MARKET VALUE

CCC Valuation Amount	\$ 12,450.00
Condition adjustment amount	+ 448.00
	<hr/>
Actual Cash Value	\$ 12,898.00
	<hr/>
Pre-tax amount	\$ 12,898.00
Sales tax 5.00%	+ 644.90
NO FEE	+ 28.00
	<hr/>
Value before deductible	\$ 13,570.90
DEDUCTIBLE	- 250.00
	<hr/>
Adjusted vehicle valuation amount	\$ 13,320.90

The CCC Valuation Amount is the local market value of the loss vehicle. This amount includes mileage, packages and all options. As such, proper adjustments have been made for all options which are present on the loss vehicle. The method used to gather fair market values on current year vehicles involves finding new vehicles for sale

FILE No. 053 11/02 '99 20:30 ID:ALLSTATE

Valuation request: 24645964 (continued) 1999 TOYO TACOMA 4X2

PAGE .

===== Vehicle Valuation Summary (continued) =====
 at the time of valuation, and making necessary adjustments based on
 the new car prices.

===== Valuation Processing Notes =====
 Included in our backup are similar models to the loss vehicle.
 Proper adjustments were made for this valuation.
 We have added the following standard options to the loss vehicle: Overdrive

Your valuation has been prepared in compliance with all local rules and
 regulations.

(C) Copyright 1999 CCC Information Services Inc. All rights reserved.

The trade names and/or trademarks used herein are owned by their respective
 trademark owners.

===== Vehicle Condition =====

Category	Condition	Adjustments
INTERIOR		
Seats	Dealer ready	\$75
Carpets	Dealer ready	\$25
Dashboard	Dealer ready	\$0
Headliner	Dealer ready	\$0
EXTERIOR		
Body	Dealer ready	\$162
Glass	Dealer ready	\$0
Paint	Dealer ready	\$137
MECHANICAL		
Engine	Dealer ready	\$37
Transmission	Dealer ready	\$0
TIRES		
Front Tires	Dealer ready	\$12

Appraiser comment: 8/32

Rear Tires	Moderate wear	\$0
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Appraiser comment: 7/32

Total Adjustments:	\$448
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FILE No. 053 11/02 '99 20:30 ID:ALLSTATE

410 290 8962

valuation request: 24645964 (continued) 1999 TOYO TACOMA 4X2

PAGE 4

Vehicle Valuation Comparison

Ass Vehicle	Dealer Vehicle
1999 Toyo	1999 Toyo
acoma 4x2	Tacoma 4x2
d P/U	2d Pickup
-2.4l-Fi	4
-Speed-00	5-Speed-00
ir Conditioning	Air Conditioning
M/FM Stereo	AM/FM Stereo
ith Tape Cassette	With Tape Cassette
pts On Comp Veh:	Cruise Control
pts Not On Comp:	Bedliner
	(duraliner)
iles: 2,940	*new*

Insp. 10/12/1999

ocation: Westminster
 istance From: Mount Airy 14
 ealer: Koons Toyota Of Wes
 ontact Person: Kevin Gonzales
 hone Number: 410/857-1400
 Take \$ 13,365

Adjustments

odel/Year	- 75
pts On Comp Veh:	- 250
pts Not On Comp:	+ 299
dometer	- 441
ondition	- 460
Adjusted Value	\$ 12,438

Supplemental Inspected Vehicles

Dealer/Location/Yr Model/ VIN Stock# Color	Phone/Odometer	Price	Compared to Loss
Koons Toyota Of Westminster Westminster, MD. 14 miles from Mount Airy 1999 Tacoma 4x2	(410) 857-1400 New A	\$ 13,365	\$ 12,438
	Available		

FILE No. 053 11/02 '99 20:30 ID:ALLSTATE

410 290 8962

PAGE 6

Please detach and provide to owner of vehicle before settlement.

AutoSearch Vehicle Locator Service

For free help in locating your next vehicle,
contact AutoSearch at
1-800-633-7834.

This free service is available
to help you locate your next vehicle.

Car or Truck?

New or Used?

CCC can help!

Certificate number 24645964

Please call..

AutoSearch vehicle locator service

1-800-633-7834.

Retail Installment Contract/Lease Balance Deficiency Addendum (Gap) Waiver - Election Form

RETAIL
INSTALLMENT
CONTRACT
LEASE CONTRACT
(Check One)

1ST FIRST OPTION

Date: 07/22/1999 Enrollment #: GN 14211
(PREFIX) (NUMBER)

Borrower/Lessee Name: BERNARD JOHN ESPOSITO
Address: 5199 PERRY RD. MT AIRY, MD 21771

Lien Holder/Lessor: TOYOTA MOTOR CREDIT CORP., P.O. BOX 8040, HUNT VALLEY, MD 21030

Account #: _____ Bank/ Dealership: ANTWERPEN TOYOTA
12420 AUTO DRIVE, CLARKSVILLE, MD 21029

Vehicle Year/Make Model: 1999 TOYOTA TACOMA CLOTH

Vehicle ID Number: 4TANL42N6XZ500873

Amount (Excluding GAP Fee): \$ 145.00 Mileage: 139

Term: 60 Months Agreement Date: 07/22/1999

☒ **Yes, I elect the Gap Waiver.**

I understand that this Auto Gap Waiver is not an offer of insurance coverage. I acknowledge that purchase of this coverage is optional, and is not required for the extension of credit. I understand that by accepting the Auto Gap Waiver for my retail installment contract or lease that my responsibility for the Gap Amount is hereby waived by the Lender/Lessor (subject to the provisions and exclusions identified on the reverse side of this election form) and that proceeds from my primary insurance policy or any applicable third party insurance policy will satisfy my deficiency balance, except those items listed below.*

The one-time cost is \$ 495.00

Signature: [Signature] Date: 07/22/1999
Signature: _____ Date: 07/22/1999

*This Waiver **does not** include:

1. Any refundable additions to retail installment contract/ lease amount
2. Late charges, fees added after retail installment contract/ lease inception
3. Primary insurance deductible in excess of \$1,000
4. Portion of retail installment contract/lease that excess 125% of MSRP (new cars) or 125% retail book value (used cars).

☐ **No, I do not elect the Gap Waiver.**

In the event my vehicle is stolen or a total loss and my insurance company pays less than the amount of my retail installment contract/lease, I understand I will be fully responsible for any deficiency balance.

Signature: _____ Date: _____

Signature: _____ Date: _____

DEFINITIONS

"I", "us", and "our" refer to the lender/lessor; "you" and "your" mean the borrower or lessee shown on the reverse side of this form.

the purposes of this Retail Installment Contract/Lease Balance Deficiency (Gap) Waiver, the following words are defined and their meanings will be as follows:

Gap Amount means the difference between the actual cash value and the unpaid net balance of the retail installment contract or lease.

Total Loss or Constructive Total Loss means a loss where the cost to repair or replace the collateral would exceed the actual cash value, as determined by primary insurance carrier, or designated appraiser.

Unrecovered Theft means covered collateral has been reported as stolen by the lessee or borrower to both the police and primary insurance carrier, who we made every effort, yet have failed, to find and return the covered collateral.

Actual Cash Value means the amount determined by the primary insurance carrier at the time of loss. However, if there is no primary insurance at the time of a loss, actual cash value shall mean one half the sum of the average wholesale and retail values of the collateral with appropriate adjustments for mileage and optional equipment.

Primary Insurance means inforce insurance coverage, required by us, and carried by the lessee or borrower to protect the covered collateral from collision and comprehensive loss, naming us as Loss Payee or Lienholder. Additionally, primary insurance shall be any other coverage we may have protecting our interest in the covered collateral, contingent upon the failure or absence of the lessee's or borrower's coverage.

Unpaid Net Balance means the amount owed by the lessee or borrower to clear the outstanding lease or retail installment contract account upon the date of loss. This amount may not include any unearned interest, lease or retail installment contract charges, late charges, any Delinquent Payments, any uncollected service charges, refundable prepaid taxes and fees, or any other termination fees, penalty fees, or other items built into or added to the initial lease or retail installment contract balance.

RETAIL INSTALLMENT CONTRACT/LEASE BALANCE DEFICIENCY (GAP) WAIVER

In consideration of the cost shown on the reverse side of this form, we will waive the Gap amount remaining due to a physical damage constructive loss or an unrecovered theft to the collateral shown on the reverse side of this form. Our maximum waiver shall be as follows: (A) If the collateral is protected by primary insurance, we will waive the amount obtained by subtracting the primary insurance settlement from the unpaid net balance plus up to \$1,000 for the primary insurance deductible; or (B) If the collateral is not protected by primary insurance, we will waive the amount obtained by subtracting the actual cash value of the covered collateral from the unpaid net balance.

You will be responsible for the actual cash value portion of your outstanding retail installment contract/lease balance. We will not waive that portion of the unpaid net balance attributable to the original retail installment contract/lease amount exceeding 125% of the Manufacturer's Suggested Retail Price (MSRP) on new cars, or 125% of average retail book value on used cars, including all refundable items such as service contracts, warranties, insurance, or other such items.

EXCLUSIONS

This Gap Waiver does not apply when the total loss or theft is: (1) to a vehicle that is part of a fleet that is intended for use as a public or livery conveyance, or any vehicle with commercial use; (2) due to war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution; (3) due to wear and tear, freezing, mechanical or electrical breakdown or failure; (4) resulting from forgery; (5) resulting directly or indirectly from any fraudulent act by the lessee or borrower; (6) equipment designed for the recording, reproduction, receiving or transmitting of sound or signals unless the device is permanently installed in the covered collateral at the time the covered collateral is purchased; (7) arising from a defect in title which existed at the time the instrument was written or became effective; (8) caused intentionally by the lessee or borrower; (9) due to conversion, embezzlement or secretion by any person in lawful possession of the covered collateral; (10) due to legal confiscation by a public official; (11) to other than the standard or optional equipment available from the manufacturer of the covered collateral.

CANCELLATIONS

This Waiver may be cancelled any time during the term of the loan or lease. The refund amount will be calculated using the reverse Rule of 78%. Any refund is subject to a 12% cancellation fee. If the charge for this waiver is originally included in the loan or lease amount and the loan or lease is still open, the refund amount will be sent to the lender or lessor and applied against the outstanding balance of the loan or lease. All requests for cancellation must be made in writing and sent by certified mail to the selling dealer or agent.

NOTICE OF LOSS

You must notify us within 30 days of receiving final settlement from the primary or third party insurance carrier and provide the following: (a) copy of the insurance settlement, (b) verification of the insurance deductible, (c) copy of police report in the case of an unrecovered theft. "Failure to notify the Administrator within 30 days of receiving final settlement from the primary or third party insurance carrier and providing the Administrator with the requested documentation will result in the claim being deemed ineligible for payment."

FOR CLAIMS CALL RPI: (732) 556-1860

Or mail To: Administrator Insurance Services, 1720 Hwy. 34, P.O. Box 1140, Wall, NJ 07719

You are reminded that this Gap Waiver is not an insurance policy. We have an insurance policy in effect with an A rated U.S. insurance company.

TOYOTA MOTOR CREDIT CORPORATION

300 International Circle, Suite 300
 P.O. Box 8040
 Hunt Valley, MD 21080-8040
 (410) 329-4700

December 4, 1999

Bernard J Esposito
 5199 Perry Rd.
 Mt Airy, MD 21771

Account Number 02-0632-45443		
Date of Loss 10/03/99		
Description of Vehicle		
Year 1999	Make Toyota	Model Tacoma
VIN 4TANL42N6XZ500873		

Dear Mr. Esposito:

We have received an insurance check from Allstate Ins. in the amount of \$13,320.90 as their settlement for the total loss of your vehicle.

After applying this check to your account and crediting your account with any refunds we have received, the total amount now due Toyota Motor Credit Corporation is \$4,921.11.

Following is a summary of the total amount **DUE BY 12/22/99**:

Loan Balance		\$ 22,527.80
Late Charges Due	+	\$ 0.00
Other Charges Due	+	\$ 0.00
Adjusted Loan Balance	=	\$ 22,527.80
Finance Charge Refund		\$ 4,285.79
Service Warranty Refund*	+	\$ 0.00
Life Insurance Refund*	+	\$ 0.00
Accident/Health Insurance Refund*	+	\$ 0.00
Other Refunds	+	\$ 0.00
Sub-total of Refunds	=	\$ 4,285.79
Net Payoff		\$ 18,242.01
Insurance Settlement	-	\$ 13,320.90
Security Deposit	-	\$ 0.00
Total Amount Now Due	=	\$ 4,921.11

*Note: It may be necessary to contact the selling dealer for appropriate refunds on these coverages.

Please send a check in the total amount now due to the address listed at the top of this letter to close your account. If you are unable to pay this amount immediately, please contact us at the address and telephone number listed above. If you have not paid the total amount due or made acceptable payment arrangements within **15 days** of this notice, your account will be charged off and reported as such to the local credit bureau(s).

Sincerely,

TMCC/LFS

Allstate Insurance Company

Policy Number : 0 18 863018 05/12
 Policy Effective Date: Nov. 12, 1999

Your Agent: Owen F Landis (410) 668-9100

COVERAGE FOR VEHICLE # 3

1999 Toy. Truck Tacoma

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM
Automobile Liability Insurance		Not Applicable	\$218.00
• Bodily Injury	\$50,000 each person \$100,000 each occurrence		
• Property Damage	\$50,000 each occurrence		
Basic Personal Injury Protection		Not Applicable	\$16.00
Total Aggregate Amount	\$2,500 each person		
Uninsured Motorists Insurance			\$9.50
• Bodily Injury	\$50,000 each person \$100,000 each accident		
• Property Damage	\$50,000 each accident	\$250	
Auto Collision Insurance	Actual Cash Value	\$250	\$315.00
Auto Comprehensive Insurance	Actual Cash Value	\$0	\$113.00
Total Premium for 99 Toy. Truck Tacoma			\$671.50

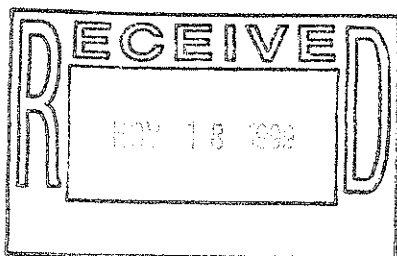
DISCOUNTS

Your premium for this vehicle reflects the following discounts:

Multiple Car	\$60.00	Passive Restraint	\$7.00
Multiple Policy	\$35.00	Premier Plus	\$220.00

RATING INFORMATION

This vehicle is driven over 7,500 miles per year, 3-9 miles to work/school, unmarried male age 22, good driver rate



11/30/99 10:20 FAX 518 863 6963

LEE & MASON FINANCIAL

LEE & MASON

Financial Services, Inc.
ROUTE 30 - P.O. BOX 270
NORTHVILLE, NEW YORK 12134-0270
518-863-4311 - 518-863-6963 FAX

To: RPI-Contractual Liability Program
From: ERMINA M. PINCOMBE
Date: November 29, 1999
Subject: New Claims Received for Policy Number ZKG1502001

<u>Claim Number</u>	<u>Type</u>	<u>Account #</u>
30334	A-G	1599
30333	A-G	14211

Borrower
ROBERT O CLARK
BERNARD J ESPOSITO

<u>File Date</u>	<u>Contact Person</u>
11/22/99	Terry J. Poulin
11/19/99	Terry J. Poulin

11/22/99 13:29 FAX 518 863 6963

LEE & MASON FINANCIAL → RPI

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LEE & MASON

*Financial Services, Inc.*ROUTE 30 - P.O. BOX 270
NORTHVILLE, NEW YORK 12134-0270
518-863-4311 - 518-863-6963 FAXTo: Stacey Bond
RPI-Contractual Liability Program

From: Terry J. Poulin

Date: November 22, 1999

DOCUMENT CHECKLIST

Name: BERNARD J ESPOSITOAccount Number: 14211Our Claim Number: 30333

- ☒ Notice of Loss (please retain one copy) and send other to:
- ☒ Lee and Mason Financial Services, Inc
 - ☐ Outside Claims Adjuster (If Lee and Mason is to notify the Claims Adjuster, please indicate so on the Notice of Loss)
- ☐ Copy of Instrument (Front and Back)
- ☐ Security Agreement
 - ☐ Loan Note
 - ☐ Disclosure Statement
- ☐ Copy of Loan/Lease Application
- ☒ Copy of payment history showing gross unpaid balance → *payments made*
- ☐ Copy of title or evidence of recorded lien
 - ☐ Proof of repossession
 - ☐ Copy of Primary Insurance verification or last known policy information and telephone number
 - ☐ Collection efforts/notes (from delinquency date)
 - ☐ Narrative statement explaining steps taken to locate the borrower and reason
 - ☐ Order for immediate repossession if vehicle is located
 - ☐ Hold Harmless Letter
- ☒ Other Copy of Insurance Check

If you are unable to send this documentation to me by 12/06/99, let me know.
Also please include my name and claim number when sending any
information. Thank you.

FAX COVER SHEET

RPI[®]

RESOLUTION PROVIDERS INC.

Insurance Services

1720 Hwy. 34 * Wall, NJ 07719

(732) 556-1860 * TELEFAX: (732) 556-1877

DATE: November 19, 1999

TO: Firm: Lee & Mason
Attention: Terry Poulin

Phone No.: (518) 863-4311

Fax No.: (518) 863 -6963

FROM: Stacey Bond

We are sending 6 page(s) to you, inclusive of this transmittal. If you do not receive all of these pages, kindly contact us by telephoning (732) 556 1860.

MESSAGE OR SPECIAL INSTRUCTIONS:

Terry,

Here is another claim for customer Bernard Esposito, I sent a letter to him requesting the additional information needed to process his claim. When I received it I will forward it to you.

Thanks,
Stacey

Confidentiality Statement

The documents contained in this telecopy transmission contain information, which is CONFIDENTIAL. The information is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and arrange for the return of the Original document to us.

RPI

RESOLUTION PROVIDERS INC

November 22, 1999

Bernard Esposito
5199 Perry Rd.
Mt. Airy, MD 21771

Dear Mr. Esposito

We are in receipt of your request to file your GAP claim. Please be advised that we are unable to process same until the following documents are submitted to our office.

A copy of the police report. X

A copy of the GAP waiver. (Front & Back)

A copy of the Original Finance Agreement.(Entire Length)

A copy of the Payment History on Loan & Payoff as of date of Loss. X

A copy of the Check from the Insurance Company. X

A copy of worksheet used by Insurance Company. X

A copy of Deck Page showing Insurance Deductable.

A copy of Warranty showing terms of coverage. (If purchased) X

A copy of your Creditor's name and address. X

Upon receipt of the above documentation your claim will be processed in a timely fashion.
Should you have any questions please do not hesitate to contact me. Please forward documents
to: **RPI P.O. BOX 1140 WALL, NJ 07719**

Sincerely,

Stacey L. Bond
Administrative Supervisor

P.O. Box 1140 * Wall, NJ 07719 * Phone [732] 556-1860 * Fax [732] 556-1877



MOTOR VEHICLE LEASE AGREEMENT TOYOTA MOTOR CREDIT CORPORATION MARYLAND

Lease Date 07/22/99

Parties

LESSOR (DEALER) NAME AND ADDRESS ANTWERPEN TOYOTA 12420 AUTO DRIVE CLARKSVILLE MD 21029 PHONE NUMBER: (410)531-5700	LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS BERNARD JOHN ESPOSITO 5199 PERRY RD MT AIRY MD 21771 COUNTY: CARROLL	VEHICLE GARAGING ADDRESS, IF DIFFERENT THAN LESSEE'S BILLING ADDRESS N/A COUNTY:
-------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

This is a Lease for the Vehicle described below. The words "you", "your" and "yours" refer to the Lessee and any Co-Lessee. The words "we" "us" and "our" refer to the Lessor, and after assignment, Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee. By signing this Lease, you are leasing this Vehicle according to all of the terms of this Lease.

Description of Leased Vehicle

You are leasing from us, and received in satisfactory condition, the following Vehicle:

New, Used or Demo	Year	Make	Model	Body Style	Vehicle Identification No.	Odometer Mileage	Primary Use
NEW	1999	TOYOTA	TACOMA	4X2	4TANL42N6XZ500873	139	<input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business, Agricultural or Commercial

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below) \$ <u>7000.00</u>	4. Monthly Payments Your first Monthly Payment of \$ <u>292.80</u> is due on <u>07/22/99</u> , followed by <u>59</u> payments of \$ <u>292.80</u> due on the <u>22nd</u> of each month. The total of your Monthly Payments is \$ <u>17568.00</u>	5. Other Charges (not part of your Monthly Payment) Disposition fee (if you do not purchase the Vehicle) \$ <u>N/A</u> Total \$ <u>N/A</u>	6. Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>24275.20</u>
-----------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery: a. Capitalized Cost Reduction \$ <u>6707.20</u> b. First Monthly Payment \$ <u>292.80</u> c. Refundable Security Deposit \$ <u>N/A</u> d. Title Fees \$ <u>N/A</u> e. Registration Fees \$ <u>N/A</u> f. License Fees \$ <u>N/A</u> g. Tax on Capitalized Cost Reduction \$ <u>N/A</u> h. <u>N/A</u> \$ <u>N/A</u> i. <u>N/A</u> \$ <u>N/A</u> j. Total \$ <u>7000.00</u>	8. How the Amount Due at Lease Signing or Delivery will be Paid: a. Net Trade-In Allowance \$ <u>N/A</u> b. Rebates and Noncash Credits \$ <u>1000.00</u> c. Amount to be Paid in Cash \$ <u>6000.00</u> d. Total \$ <u>7000.00</u>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Your monthly payment is determined as shown below:

1a. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>23569.00</u>) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13. \$ <u>25664.45</u> b. Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost. - \$ <u>6707.20</u> c. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment. = \$ <u>18957.25</u> d. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment. - \$ <u>6131.00</u>	e. Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term. = \$ <u>12826.25</u> f. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts. + \$ <u>4741.80</u> g. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge. = \$ <u>17568.05</u> h. Lease Term. The number of months in your Lease. + <u>60</u> Months i. Base Monthly Payment = \$ <u>292.80</u> j. Monthly Sales/Use Tax + \$ <u>N/A</u> k. <u>N/A</u> + \$ <u>N/A</u> l. Total Monthly Payment ("Monthly Payment") = \$ <u>292.80</u>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of

Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a. Agreed Upon Value of the Vehicle	\$ 23569.00
b. Taxes	+ 1178.45
c. Initial Title, License and Registration Fees	+ 172.00
d. Mechanical Breakdown Protection and/or Maintenance Agreement	+ N/A
e. Credit Life and/or Disability Insurance	+ N/A
f. Guaranteed Automobile Protection	+ 495.00
g. Outstanding Prior Credit or Lease Balance	+ N/A
h.	+ N/A
i. ACQ. FEE	+ 250.00
j. Gross Capitalized Cost	= 25664.45

4. Scheduled Maturity Date

The total number of Monthly Payments is 60, and the Scheduled Maturity Date of this Lease is 07/21/04.

5. Required Insurance

You must provide the following insurance during the Lease Term. No other types of insurance are required:

- a) primary automobile liability insurance with minimum limits for bodily injury or death of
- \$ 20000.00 or any one person, and
 - \$ 40000.00 or any one accident, and
 - \$ 10000.00 or property damage; and
- b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of \$1,000.

No physical damage or liability insurance for bodily injury or property damage caused to others is included in this Lease.

See Section 23 for additional information.

You have provided us today with the following Insurance information:

Allstate Ins. 018 863618 (B)
 Insurance Provider Policy No. Insurance Coverage Verification
 By: Dealer Employee
Dwan Indes 410-668-9100
 Agent's Name / Address Agent's Phone No.

Estimated Official Fees and Taxes \$ 2038.45

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.i), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases. See Section 27 for additional information.

17. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by an express warranty unless identified below:

- ☐ Remainder of standard new vehicle warranty from manufacturer
☐ Used vehicle warranty from manufacturer

If the vehicle is new, and if it does not conform to all applicable warranties during the warranty period, you must report the nonconformity, defect or condition by giving written notice to the manufacturer, factory branch or lessor by certified mail, return receipt requested.

18. Optional Insurance and Other Products

You are not required to buy any of the optional insurance or other products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless you initial below, and you are accepted by the Provider. By your initials below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

<input type="checkbox"/> Optional Credit Life Insurance	\$ <u>N/A</u>	Beginning Coverage	<u>N/A</u>
Insured(s)	<u>N/A</u>	Provider	<u>N/A</u>
Premium	<u>N/A</u>	Lessee / Co-Lessee Initials	<u>N/A</u>
<input type="checkbox"/> Optional Credit Disability Insurance	\$ <u>N/A</u>	Maximum Monthly Coverage	<u>N/A</u>
Provider	<u>N/A</u>	Premium	<u>N/A</u>
<input type="checkbox"/> Optional Mechanical Breakdown Protection	\$ <u>N/A</u>	miles/	<u>N/A</u>
Provider	<u>N/A</u>	Coverage	<u>N/A</u>
Premium or Charge	<u>N/A</u>	Lessee / Co-Lessee Initials	<u>N/A</u>
<input checked="" type="checkbox"/> Optional Guaranteed Automobile Protection (see Section 30)	\$ <u>495.00</u>	Provider	<u>N/A</u>
FIRST OPTION	<u>495.00</u>	Premium or Charge	<u>495.00</u>
Provider	<u>N/A</u>	Lessee / Co-Lessee Initials	<u>N/A</u>
<input type="checkbox"/> Optional Maintenance Agreement	\$ <u>N/A</u>	Provider	<u>N/A</u>
Premium or Charge	<u>N/A</u>	Lessee / Co-Lessee Initials	<u>N/A</u>
Total Premiums and Charges	\$ <u>495.00</u>		

19. **Complete Agreement or Modification.** By your initials, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

(Signature)
 Lessee / Co-Lessee Initials

Lease Signatures and Notices

PLEASE READ THE BACK SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Notice to the Lessee: This is a lease. You have no ownership rights in the Vehicle unless and until you exercise your option to purchase the Vehicle, if this Lease contains a purchase option. Do not sign this Lease before you read it or if it contains any blank space. You are entitled to a completely filled in copy of this Lease when you sign it.

By signing below, you acknowledge that: (1) You have read the entire Lease, including the back side; (2) You agree to all of the provisions of this Lease; (3) You have received a completely filled-in copy of this Lease.

Lessee Signature (Signature)

Co-Lessee Signature (Signature)

Lessor hereby accepts this Lease and assigns to Toyota Motor Credit Corporation all rights, title and interest in the Lease and in the Vehicle, and all obligations related to this Lease, any guaranty, and this assignment.

Lessor ANTWERPEN TOYOTA By (Signature) Title GM Date 07/22/99

Retail Installment Contract/Lease Balance Deficiency Addendum (Gap) Waiver - Election Form

RETAIL
INSTALLMENT
CONTRACT
LEASE CONTRACT
(Check One)

1ST OPTION

te: 07/22/1999 Enrollment #: GN 14211
(PREFIX) (NUMBER)

orrower/Lessee Name: BERNARD JOHN ESPOSITO
dress: 5199 PERRY RD. MT AIRY, MD 21771

n Holder/Lessor: TOYOTA MOTOR CREDIT CORP.. P.O. BOX 8040, HUNT VALLEY, MD 21030

ount #: _____ Bank/ Dealership: ANTWERPEN TOYOTA
12420 AUTO DRIVE, CLARKSVILLE, MD 21029

hicle Year/Make Model: 1999 TOYOTA TACOMA CLOTH

hicle ID Number: 4TANL42N6XZ500873

ount (Excluding GAP Fee): \$ 145.00 Mileage: 139

rm: 60 Months Agreement Date: 07/22/1999

☒ **Yes, I elect the Gap Waiver.**

I understand that this Auto Gap Waiver is not an offer of insurance coverage. I acknowledge that purchase of this coverage is optional, and is not required for the extension of credit. I understand that by accepting the Auto Gap Waiver for my retail installment contract or lease that my responsibility for the Gap Amount is hereby waived by the Lender/Lessor (subject to the provisions and exclusions identified on the reverse side of this election form) and that proceeds from my primary insurance policy or any applicable third party insurance policy will satisfy my deficiency balance, except those items listed below.*

The one-time cost is \$ 495.00

Signature: X [Signature] Date: 07/22/1999

Signature: _____ Date: 07/22/1999

This Waiver **does not** include:

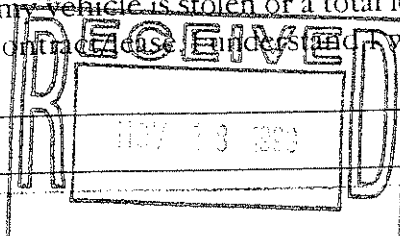
1. Any refundable additions to retail installment contract/ lease amount
2. Late charges, fees added after retail installment contract/ lease inception
3. Primary insurance deductible in excess of \$1,000
4. Portion of retail installment contract/lease that excess 125% of MSRP (new cars) or 125% retail book value (used cars).

☐ **No, I do not elect the Gap Waiver.**

In the event my vehicle is stolen or a total loss and my insurance company pays less than the amount of my retail installment contract/lease, I understand I will be fully responsible for any deficiency balance.

Signature: _____ Date: _____

Signature: _____ Date: _____



DEFINITIONS

"We", "us", and "our" refer to the lender/lessor; "you" and "your" mean the borrower or lessee shown on the reverse side of this form.

For the purposes of this Retail Installment Contract/Lease Balance Deficiency (Gap) Waiver, the following words are defined and their meanings will be as follows:

"Gap Amount" means the difference between the actual cash value and the unpaid net balance of the retail installment contract or lease.

"Total Loss or Constructive Total Loss" means a loss where the cost to repair or replace the collateral would exceed the actual cash value, as determined by the primary insurance carrier, or designated appraiser.

"Unrecovered Theft" means covered collateral has been reported as stolen by the lessee or borrower to both the police and primary insurance carrier, who have made every effort, yet have failed, to find and return the covered collateral.

"Actual Cash Value" means the amount determined by the primary insurance carrier at the time of loss. However, if there is no primary insurance at the time of a loss, actual cash value shall mean one half the sum of the average wholesale and retail values of the collateral with appropriate adjustments for mileage or optional equipment.

"Primary Insurance" means inforce insurance coverage, required by us, and carried by the lessee or borrower to protect the covered collateral from collision and comprehensive loss, naming us as Loss Payee or Lienholder. Additionally, primary insurance shall be any other coverage we may have protecting our interest in the covered collateral, contingent upon the failure or absence of the lessee's or borrower's coverage.

"Unpaid Net Balance" means the amount owed by the lessee or borrower to clear the outstanding lease or retail installment contract account upon the date of loss. This amount may not include any unearned interest, lease or retail installment contract charges, late charges, any Delinquent Payments, any uncollected service charges, refundable prepaid taxes and fees, or any other termination fees, penalty fees, or other items built into or added to the initial lease or retail installment contract balance.

RETAIL INSTALLMENT CONTRACT/LEASE BALANCE DEFICIENCY (GAP) WAIVER

In consideration of the cost shown on the reverse side of this form, we will waive the Gap amount remaining due to a physical damage constructive loss or an unrecovered theft to the collateral shown on the reverse side of this form. Our maximum waiver shall be as follows: (A) If the collateral is protected by primary insurance, we will waive the amount obtained by subtracting the primary insurance settlement from the unpaid net balance plus up to \$1,000 for the primary insurance deductible; or (B) If the collateral is not protected by primary insurance, we will waive the amount obtained by subtracting the actual cash value of the covered collateral from the unpaid net balance. You will be responsible for the actual cash value portion of your outstanding retail installment contract/lease balance. We will not waive that portion of the unpaid net balance attributable to the original retail installment contract/lease amount exceeding 125% of the Manufacturer's Suggested Retail Price (MSRP) on new cars, or 125% of average retail book value on used cars, including all refundable items such as service contracts, warranties, insurance, or other such items.

EXCLUSIONS

This Gap Waiver does not apply when the total loss or theft is: (1) to a vehicle that is part of a fleet that is intended for use as a public or livery conveyance, or any vehicle with commercial use; (2) due to war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution; (3) due to wear and tear, freezing, mechanical or electrical breakdown or failure; (4) resulting from forgery; (5) resulting directly or indirectly from any fraudulent act by the lessee or borrower; (6) to equipment designed for the recording, reproduction, receiving or transmitting of sound or signals unless the device is permanently installed in the covered collateral at the time the covered collateral is purchased; (7) arising from a defect in title which existed at the time the instrument was written or became effective; (8) caused intentionally by the lessee or borrower; (9) due to conversion, embezzlement or secretion by any person in lawful possession of the covered collateral; (10) due to legal confiscation by a public official; (11) to other than the standard or optional equipment available from the manufacturer of the covered collateral.

CANCELLATIONS

This Waiver may be cancelled any time during the term of the loan or lease. The refund amount will be calculated using the reverse Rule of 78's. Any refund is subject to a \$20 cancellation fee. If the charge for this waiver was originally included in the loan or lease amount and the loan or lease is still open, the refund amount will be sent to the lender or lessor and applied against the outstanding balance of the loan or lease. All requests for cancellation must be made in writing and sent by certified mail to the selling dealer or agent.

NOTICE OF LOSS

You must notify us within 30 days of receiving final settlement from the primary or third party insurance carrier and provide the following: (a) copy of the insurance settlement; (b) verification of the insurance deductible; (c) copy of police report in the case of an unrecovered theft. "Failure to notify the Administrator within 30 days of receiving final settlement from the primary or third party insurance carrier and providing the Administrator with the requested documentation will result in the claim being deemed ineligible for payment."

FOR CLAIMS CALL RPL (32) 556-1860

Or mail To: Administrator Insurance Services, 1720 Hwy 34, P.O. Box 1140, Wall, NJ 07719

November 9, 1999

Bernard John Esposito
5199 Perry Rd.
Mount Airy, Md. 21771

To whom it may concern,
This letter is in regards to my
(GAP) Claim.

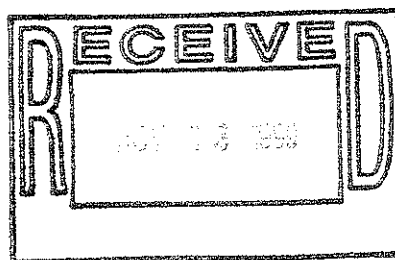
I'm enclosing copies of the
police report, Allstate Insurance Coverage
at time of accident, Finance agreement,
and a copy of my (GAP) Waiver.

You may contact
Troy Lingenfelter at Toyota Motor Credit.
for any other information you may need.

800-445-8812 x 4705

Fax 410-229-4733

Sincerely,
Bernard Esposito



12/23/99 15:26 FAX 518 863 6963

LEE & MASON FINANCIAL → RPI

001

LEE & MASON

Financial Services, Inc.
ROUTE 30 - P.O. BOX 270
NORTHVILLE, NEW YORK 12134-0270
518-863-4311 - 518-863-6963 FAX

To: Stacey Bond
RPI-Contractual Liability Program

From: Terry J. Poulin

12/23/99
Date: November 22, 1999

DOCUMENT CHECKLIST

Name: BERNARD J ESPOSITO

Account Number: 14211

Our Claim Number: 30333

☒ Notice of Loss (please retain one copy) and send other to:

Rec'd
12/13

- ☒ Lee and Mason Financial Services, Inc
☐ Outside Claims Adjuster (If Lee and Mason is to notify the Claims Adjuster, please indicate so on the Notice of Loss)

☐ Copy of Instrument (Front and Back)

☐ Security Agreement

☐ Loan Note

☐ Disclosure Statement

☐ Copy of Loan/Lease Application

☒ Copy of payment history showing gross unpaid balance → *payments made*

☐ Copy of title or evidence of recorded lien

☐ Proof of repossession

☐ Copy of Primary Insurance verification or last known policy information and telephone number

☐ Collection efforts/notes (from delinquency date)

☐ Narrative statement explaining steps taken to locate the borrower and reason

☐ Order for immediate repossession if vehicle is located

☐ Hold Harmless Letter

☒ Other Copy of Insurance Check

Rec'd
12/13

If you are unable to send this documentation to me by 12/06/99, let me know. Also please include my name and claim number when sending any information. Thank you.

RPI

RESOLUTION PROVIDERS INC.

STACEY BOND

Administrative Supervisor

Post Office Box 1140 1720 Highway 34

Wall, New Jersey 07719

Phone: 732-556-1860

Fax: 732-556-1877

E-Mail: RPIHQ@aol.com

December 15, 1999

Mr. Bernard Esposito
5199 Perry Rd
Mt. Airy, MD 21771

Re: Gap Claim

Dear Mr. Esposito:

Enclosed please find a letter from Toyota Motor Credit Corp., as you can see they will not send us a copy of your credit history on your loan, from day one to current.

With out this documentation the Insurance Company WILL NOT make payment on your behalf until this paperwork is received.

Please contact Toyota Motor Credit and have them send copies of your payment history to you so you can forward it on.

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Stacey L. Bond
Administrative Supervisor

12/13/99 15:37 FAX 518 863 6963

LEE & MASON FINANCIAL → RPI

0001

LEE & MASON

Financial Services, Inc.
 ROUTE 30 - P.O. BOX 270
 NORTHVILLE, NEW YORK 12134-0270
 518-863-4311 - 518-863-6963 FAX

To: Stacey Bond
 RPI-Contractual Liability Program

From: Terry J. Poulin

Date: November 22, 1999

DOCUMENT CHECKLIST

Name: BERNARD J ESPOSITO

Account Number: 14211

Our Claim Number: 30333

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☒ Lee and Mason Financial Services, Inc

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☐ Copy of Loan/Lease Application

☒ Copy of payment history showing gross unpaid balance → *payments made*

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☐ Proof of repossession

☐ Copy of Primary Insurance verification or last known policy information and telephone number

☐ Collection efforts/notes (from delinquency date)

☐ Narrative statement explaining steps taken to locate the borrower and reason

☐ Order for immediate repossession if vehicle is located

☐ Hold Harmless Letter

☒ Other Copy of Insurance Check

If you are unable to send this documentation to me by 12/06/99, let me know.
 Also please include my name and claim number when sending any information. Thank you.

TOYOTA MOTOR CREDIT CORPORATION

505 International Circle, Suite 500
P.O. Box 3040
Faint Valley, MD 21030-3040
(410) 220-4700

December 4, 1999

Administrator Insurance Services
1720 Hwy 34
PO Box 1140
Wall, NJ 07719

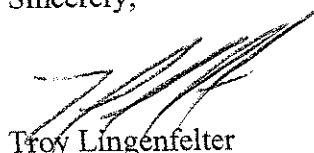
Account: 02-0632-45443
Customer: Bernard Esposito
Gap Agreement: GN 14211

To Whom It May Concern:

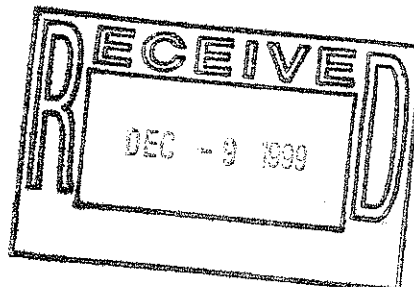
Enclosed you will find most of the requested documentation to file a claim on the above referenced policy. However, due to certain privacy laws TMCC is unable to accommodate you with the payment history of any loan. Also, We have been unable to obtain a copy of the police report, but I would hope this is not needed since it was not a theft.

I should also point out this account did not have any additional warranty or life, accident and health insurance policies. If you should need anything else please feel free to call me.

Sincerely,



Troy Lingenfelter
Customer Account Rep. Sr.
800-445-8812 x 4705



FAX COVER SHEET

RPI.

RESOLUTION PROVIDERS INC.

Insurance Services

1720 Hwy. 34 * Wall, NJ 07719

(732) 556-1860 * TELEFAX: (732) 556-1877

DATE: December 10, 1999

TO: Firm: Lee & Mason
Attention: Terry Poulin

Phone No.: (518) 863-4311

Fax No.: (518) 863-6963

FROM: Stacey Bond

We are sending 14 page(s) to you, inclusive of this transmittal. If you do not receive all of these pages, kindly contact us by telephoning (732) 556 1860.

MESSAGE OR SPECIAL INSTRUCTIONS:

Terry,

Here is the rest of the paperwork on customer Bernard Esposito, I believe I faxed you some already, if not this is all I have.

Your claim # is 30333 A-G 14211

Thanks,
Stacey

Confidentiality Statement

The documents contained in this telecopy transmission contain information, which is CONFIDENTIAL. The information is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and arrange for the return of the Original document to us.

FAX COVER SHEET

RPI

RESOLUTION PROVIDERS INC.

Insurance Services

1720 Hwy. 34 * Wall, NJ 07719

(732) 556-1860 * TELEFAX: (732) 556-1877

DATE: January 10, 2000

TO: Firm: Lee & Mason
Attention: Terry Poulin

Phone No.: (518) 863-4311

Fax No.: (518) 863 -6963

FROM: Stacey Bond

We are sending 4 page(s) to you, inclusive of this transmittal. If you do not receive all of these pages, kindly contact us by telephoning (732) 556 1860.

MESSAGE OR SPECIAL INSTRUCTIONS:

Terry,

Here is the rest of the paperwork for Bernard Esposito; your claim number is 30333. If you need anything additional please let me know, and I will see if the creditor will cooperate a little better this time.

Thanks,
Stacey

Confidentiality Statement

The documents contained in this telecopy transmission contain information, which is CONFIDENTIAL. The information is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and arrange for the return of the Original document to us.

LM033-2
01/05/00
TMCC VEHICLE LEASING PROGRAM
LEASE INQUIRY
01/05/00
06:00:34

REGION 02 TMCC LEASE REGION 02 BRANCH 0632 BALTIMORE, MD STATE MD

LSB # 45443
CUST# 45443
VEH # 45443
LIC # 67E976
DLR # 19044
VIN 4TANL42N6XZ500873
--ACCOUNT STATUS--
PAID TO 11-08-99
PMT TYPE MONTHLY
30-60-90 00 00 00
CUR DUE 0.00
PD31-60 0.00
PD61-90 0.00
OVR 90 0.00
TOT DUE 0.00
PAYMENT DEFERRED
TOTAL 292.80

CUST NAME ESPOSITO, BERNARD J
RES. PHONE 410-975-2979
BUS. PHONE 301-963-8841
DLR NAME ANTWERPENS TOYOTA VILLAG
DLR PHONE 301-531-5700
--RENT AMOUNT--
DEPR 213.77
INC 79.03
BASE 292.80
TAX
INS
LOCAL .00
PREPD
MAINT
TOTAL 292.80

DLR PART
DLR BAL
RSV HELD
DLR RSV PAYMODE T
ACCT STATE MD
LSE TRANSFER
N N

PRINT HISTORY
INS. TYPE C
INS. CO
MO. PREM.
INS. CLASS
LSE. DATE 07-22-99
ST. DATE 07-22-99
MAT. DATE 07-22-04
OR-EX-RE 60 4 56
CON. OBL. 18,242.01
TOT DUE 0.00
L/C REC 0.00
REPO EX 0.00
MIS/TRM 0.00
INS AMT 0.00
SEC DEP 0.00
TOT AMT 18,242.01

--PAYOFF BALANCE--
N N

PF1 BACK | PF3 THIRD SCREEN | PF6 NEXT LEASE | PF7 NEW INQ | PF11 SECOND SCREEN
LEASE IS TERMINATED SEE PAYOFF INQ FOR OUTSTANDING BALANCE

LM033-4
01/05/00

TMCC VEHICLE LEASING PROGRAM
LEASE INQUIRY

06:05:14
01/05/00

REGION 02
0001
LEASE NBR. 45443

TMCC LEASE REGION 02
0010
45443

BRANCH 0632 BALTIMORE, MD STATE MD

FIRST PAYMENT DATE 07-22-99

TOTAL RENT 292.80

LEASE PMTS LATE CHARGE MISC/TERM PREPAID

TRANS DT EFF DT JT DOC NBR RECEIVABLE RECEIVABLE RECEIVABLE AMOUNT

11-08-99	LG	45443	292.80
10-22-99	LG	45443	292.80
09-28-99	CR	LBX3	292.80
09-22-99	LG	45443	292.80
08-30-99	CR	LBX3	292.80
08-23-99	LG	45443	292.80
08-16-99	LG	45443	292.80
08-16-99	LG	45443	292.80

** ACCOUNT TOTALS **

SEARCH DATE (MM/DD/YY) 00 / 00 / 00

PF3 1ST PG PF5 PREV PG PF6 NEXT PG PF7 NEW INQ PF10 1ST SCRIN PF11 2ND SCRIN

JAN 05 '00 09:32 FR TMCC LEASE

410 229 4733 TO 917322804075

P.03/05

LM035-2
01/05/00

TMCC VEHICLE LEASING PROGRAM
PAYOFF INQUIRY

05:43:49
01/05/00

REGION	02	TMCC LEASE REGION 02	BRANCH	0632	BALTIMORE, MD	STATE MD
LEASE NUMBER	45443					
LEASE TYPE	07					
ORG EXP REM	60				22,527.80	
LSE EXT DATE	6 54				4,285.79-	
CUSTOMER		45443 ESPOSITO, BERNARD J			18,242.01	
VEHICLE					0.00	
LICENSE NO		99 TOYOTA TACOMA P/U			0.00	
SERIAL NO		67B976 LIC STATE MD			0.00	
PURCHASE OPT		4TANL42N6XZ500873			0.00	
DEALER		6,131.00			0.00	
DLR PART		19044 ANTWERPEN'S			0.00	
DLR RSV		0.00			18,242.01	
DLR BAL		0.00			0.00	
		0.00			18,242.01	
		MONTH EXP	006			
					GOOD THRU	01-21-00

| PF1 BACK | PF2 VIEW ERRORS | PF7 NEW INQ |
LEASE IS CURRENTLY TERMINATED

TOYOTA MOTOR CREDIT CORPORATION

303 International Circle, Suite 300
PO Box 8040
Hunt Valley, MD 21030-8040
(410) 229-4700

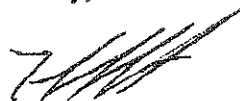
January 5, 2000

Administrator Insurance Services
1720 Hwy 34
PO Box 1140
Wall, NJ 07719

Account: 02-0632-45443
Customer: Bernard Esposito
Gap Agreement: GN 14211

In accordance with your GAP policy I have enclosed a payoff for the account of Bernard Esposito. Also, I would like to point out the account reflects no late charges or past due payments. The history of the account has 0 x 30days past due, 0 x 60 days past due and 0 x 90 days past due. Please feel free to call me should you have any further question.

Sincerely,



Troy Lingenfelter
Customer Account Rep. Sr.
410-229-4705

FAX COVER SHEET

RPI[®]

RESOLUTION PROVIDERS INC.

Insurance Services

1720 Hwy. 34 * Wall, NJ 07719

(732) 556-1860 * TELEFAX: (732) 556-1877

DATE: December 15, 1999

TO: Firm: Lee & Mason
Attention: Terry Poulin

Phone No.: (518) 863-4311

Fax No.: (518) 863-6963

FROM: Stacey Bond

We are sending 3 page(s) to you, inclusive of this transmittal. If you do not receive all of these pages, kindly contact us by telephoning (732) 556 1860.

MESSAGE OR SPECIAL INSTRUCTIONS:

Terry,

Following please find the paperwork for Bernard Esposito, please read the letter from Toyota Motor Credit. They will not send us a copy of his payment history. I will send a letter to the customer today requesting that he send it to us. As soon as I get it I will forward it to you.

Your claim # is 30333

Thanks,
Stacey

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